Alan J. Kessel (Cal. Bar No.: 130707) Keli N. Osaki (Cal. Bar No.: 179920) Sandeep J. Shah (Cal. Bar No.: 179920) BUCHALTER, NEMER, FIELDS & YOUNGER A Professional Corporation 18400 Von Karman Avenue, Suite 800 Irvine, California 95612-0514 Telephone: (949) 760-1121 Facsimile: (949) 720-0182 E-mail: sshah@buchalter.com Attorneys for Plaintiff DIRECTV, INC.  10  SAN JOSE DIVISION *E-FILED - 6/7/05* 11  DIRECTV, INC., a California corporation, Plaintiff, Hon. Ronald M. Whyte STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT ED RODRIGUEZ, BORDRIGUEZ, BORDRIGUEZ AND REQUEST TO RETAIN INTEREON  11  IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc. ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ. P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  11  12  13  14  15  16  17  18  18  19  19  19  19  10  11  18  19  19  10  11  19  11  11  11  12  12  13  14  15  15  16  17  18  18  19  19  10  10  11  11  11  12  12  13  14  15  15  16  17  18  19  10  10  11  11  11  12  12  13  14  15  15  16  17  18  18  19  19  10  10  11  11  11  12  12  13  14  15  15  16  17  18  18  19  19  10  10  11  11  12  13  14  15  15  16  17  18  18  19  19  10  10  11  11  11  12  13  14  15  15  16  17  18  18  19  19  10  10  11  11  12  13  14  15  15  16  17  18  17  18  18  19  19  10  10  10  10  11  11  12  12  13  14  15  15  16  17  17  18  18  19  19  10  10  10  10  10  10  10  10				
2 Sandeep J. Shah (Cal. Bar No.: 210449) BUCHALTER, NEMER, FIELDS & YOUNGER A Professional Corporation 18400 Von Karman Avenue, Suite 800 Irvine, California 92612-0514 Telephone: (949) 760-1121 Fassimile: (949) 720-0182 E-mail: sshah@buchalter.com Attorneys for Plaintiff DIRECTV, INC.  10 SAN JOSE DIVISION *E-FILED - 6/7/05* 11 DIRECTV, INC., a California corporation, Plaintiff, Vs. STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT ED RODRIGUEZ, Defendant.  11 IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc. ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ. P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005 ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BEYF 525255341	1	Keli N. Osaki (Cal. Bar No.: 179920) Sandeep J. Shah (Cal. Bar No.: 210449) BUCHALTER, NEMER, FIELDS & YOUNGER A Professional Corporation 18400 Von Karman Avenue, Suite 800 Irvine, California 92612-0514		
A Professional Corporation 18400 Von Karman Avenue, Suite 800 Irvine, California 92612-0514 Telephone: 1949) 760-1121 Facsimile: (949) 750-1121 Facsimile: (949) 750-112 Facsimile: (949)	2			
Irvine, California 92612-0514 Telephone: (949) 720-0182 E-mail: sahah @ buchalter.com Attorneys for Plaintiff DIRECTV, INC.  UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA SAN JOSE DIVISION *E-FILED - 6/7/05*  DIRECTV, INC., a California corporation. Plaintiff, Hon. Ronald M. Whyte  STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT ED RODRIGUEZ, Defendant.  IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fcd. R. Civ. P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BFV 5521344  1- (CV-04-3616 RMW)	3			
Facsimile: (949) 720-0182 E-mail: sshah@buchalter.com  Attorneys for Plaintiff DIRECTV, INC.   **CONTINENT DISTRICT COURT**  **NORTHERN DISTRICT OF CALIFORNIA**  SAN JOSE DIVISION **E-FILED - 6/7/05**  DIRECTV, INC., a California corporation. Plaintiff,	4			
Attorneys for Plaintiff DIRECTV, INC.  UNITED STATES DISTRICT COURT  NORTHERN DISTRICT OF CALIFORNIA  SAN JOSE DIVISION *E-FILED - 6/7/05*  DIRECTV, INC., a California corporation, Plaintiff, United State of Plaintiff,  Vs. ED RODRIGUEZ, Defendant.  IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ. P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNFY \$25255M -1- (CV-04-3616 RMW)	5	Facsimile: (949) 720-0182		
NORTHERN DISTRICT COURT  NORTHERN DISTRICT OF CALIFORNIA  SAN JOSE DIVISION *E-FILED - 6/7/05*  DIRECTV, INC., a California corporation, Plaintiff, Plaintiff, Vs. DIRECTV, INC., a California corporation, PROPRIGUEZ, DIRECTV, INC., a California PROPRIGUEZ, DIRECTV, INC., a California PROPRIGUEZ, DIRECTV, INC., a Case No. CV-04-3616 RMW Phon. Ronald M. Whyte Propried RMW Phon. Ronald M. Whyte PROPRIGUEZ, DIRECTV and REQUEST TO RETAIN DIRECTV inc.  COUNTY AND REQUEST TO RETAIN DIRECT	6	Attorneys for Plaintiff DIRECTV, INC.		
NORTHERN DISTRICT OF CALIFORNIA  SAN JOSE DIVISION *E-FILED - 6/7/05*  DIRECTV, INC., a California corporation, Plaintiff, Hon. Ronald M. Whyte  STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT ED RODRIGUEZ, FORDRIGUEZ, Defendant.  IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ. P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNPY 53215391  OCV-04-3616 RMW)	7			
DIRECTV, INC., a California corporation, Plaintiff, Ws. DEPRODRIGUEZ, Defendant.  TISHEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ. P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Scttlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNPY \$5251531 (CV-04-3616 RMW)	8	UNITED STATES DISTRICT COURT		
DIRECTV, INC., a California corporation, Plaintiff, Pla	9			
Plaintiff,  VS.  ED RODRIGUEZ, Defendant.  TI IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ.  P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNFY 552153vt (CV-04-3616 RMW)	10	SAN JO	SE DIVISION *E-FILED - 6/7/05*	
STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT ED RODRIGUEZ, AND REQUEST TO RETAIN JURISDICTION; PROPOSED ORDER THEREON  IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ. P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNFY 552153v1  -1. (CV-04-3616 RMW)	11	DIRECTV, INC., a California corporation,	Case No. CV-04-3616 RMW	
DISMISSAL OF DEFENDANT ED RODRIGUEZ, Defendant.  Defendant.  IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ. P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNFY 552153v1  1-1. (CV-04-3616 RMW)	12	Plaintiff,	Hon. Ronald M. Whyte	
Defendant.  RODRIGUEZ, AND REQUEST TO RETAIN JURISDICTION; PROPOSED ORDER THEREON  IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ. P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNFY 552153v1  1-1- (CV-04-3616 RMW)	13	vs.		
15 Defendant. THEREON  16 IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  18 ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ.  19 P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  20 The terms of the Confidential Settlement Agreement dated March 16, 2005  21 ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNFY 552153vl (CV-04-3616 RMW)	14	ED RODRIGUEZ,	RODRIGUEZ AND REQUEST TO RETAIN	
17 IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.  ("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that  the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ.  P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and  attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments  from Defendant, the last of which is not due to be received until March 2006. If the Defendant  does not make any payment under the Agreement when due, DIRECTV is authorized to seek the  entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of  Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties  therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction  BNFY 552153v1  -1- (CV-04-3616 RMW)	15	Defendant.		
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P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments from Defendant, the last of which is not due to be received until March 2006. If the Defendant does not make any payment under the Agreement when due, DIRECTV is authorized to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNFY 552153v1  -1- (CV-04-3616 RMW)	18	("DIRECTV") and Defendant ED RODRIGUEZ, through their respective counsel of record, that		
attorney's fees.  The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments  from Defendant, the last of which is not due to be received until March 2006. If the Defendant  does not make any payment under the Agreement when due, DIRECTV is authorized to seek the  entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of  Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties  therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction  BNFY 552153v1  -1- (CV-04-3616 RMW)	19	the above-captioned action be and hereby is dismissed without prejudice, pursuant to Fed. R. Civ.		
The terms of the Confidential Settlement Agreement dated March 16, 2005  ("Agreement") entered into between the Defendant and DIRECTV require installment payments  from Defendant, the last of which is not due to be received until March 2006. If the Defendant  does not make any payment under the Agreement when due, DIRECTV is authorized to seek the  entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of  Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties  therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction  BNFY 552153v1  -1- (CV-04-3616 RMW)	20	P. 41(a)(1), as to Defendant ED RODRIGUEZ. Each of said parties to bear its/his own costs and		
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Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction BNFY 552153v1 -1- (CV-04-3616 RMW)	25	does not make any payment under the Agreement when due, DIRECTV is authorized to seek the		
therefore have consented, and hereby further stipulate and consent to, the retention of jurisdiction  BNFY 552153v1 -1- (CV-04-3616 RMW)	26	entry of a Judgment in this action against Defendant pursuant to a Stipulation for Entry of		
BNFY 552153v1 -1- (CV-04-3616 RMW)	27	Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The parties		
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STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT ED RODRIGUEZ AND REQUEST TO		1		

RETAIN JURISDICTION; [PROPOSED] ORDER THEREON

1	over them by this Court and to reference to a Magistrate Judge in this District for the purpose of		
2	enforcing the payment terms of the Agreement, including entering a Judgment against Defendant		
3	pursuant to the Stipulation. The parties therefore respectfully request that the Court retain such		
4	jurisdiction.		
5	DATED: June 3, 2005 Respectfully Submitted,		
6	BUCHALTER, NEMER, FIELDS & YOUNGER		
7	A Professional Corporation		
8			
9	By:		
10	Sander J. Shah Attorneys for Plaintiff DIRECTV, Inc.		
11	DATED: June <u>3</u> , 2005		
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14	By O Dates on		
15	Ed Rodriguez Defendant Pro Se		
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	BNFY 252153VI		
	RETAIN JURISDICTION; [PROPOSED] ORDER THEREON		

ORDER 1 HAVING READ AND CONSIDERED the forgoing Stipulation for Voluntary 2 Dismissal of Defendant ED RODRIGUEZ and Request to Retain Jurisdiction, and such other 3 pleadings, documents and records deemed appropriate by the Court, and good cause appearing 4 therefore, IT IS HEREBY ORDERED: .5 Defendant ED RODRIGUEZ is hereby dismissed from this action without (1)6 prejudice; 7 Each of said parties to bear its/his own costs and attorney's fees; and **(2)** 8 The Court shall retain jurisdiction over DIRECTV and Defendant ED (3)9 RODRIGUEZ to enforce the terms described above of the Settlement Agreement between those 10 parties dated March 16, 2005 and hereby refers any further proceedings in this action to enforce 11 such terms of the Settlement Agreement to a Magistrate Judge of this District. 12 13 Dated: 6/7/05 /S/ RONALD M. WHYTE 14 Honorable Ronald M. Whyte Judge of the United States District Court 15 Northern District of California 16 17 18 19 20 21 22 23 24 25 26 27 28 (CV-04-3616 RMW) BNFY 552153v1 STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT ED RODRIGUEZ AND REQUEST TO

RETAIN JURISDICTION; [PROPOSED] ORDER THEREON